

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND ECOTONE LANDSCAPE PLANNING, LLC**

THIS AMENDMENT is made and entered into this 7th day of August, 2026, between **Santa Fe County** (the “County”), and **Ecotone Landscape Planning, LLC** (the “Contractor”).

WHEREAS, on August 4, 2025, the County and Contractor entered into Agreement No. 2025-0339-GMD/TS (the “Agreement”) to provide for the Contractor’s provision of the Contractor to continue to provide its services to update the 2016 San Pedro Open Space Management Plan; and

WHEREAS, Article 14 (Amendment) allows the parties to amend the Agreement by an instrument in writing signed by the parties; and

WHEREAS, the term expired August 4, 2026, however the County requires addition time to review the Contractor’s completion of services and deliverables; and

WHEREAS, by this Amendment No. 1 the parties agree to amend the Agreement to extend the term for six months to provide sufficient time for the County to review the Contractor’s completion of services and deliverables.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 4 (Effective Date and Term) insert a subparagraph A to read:
 - A. By Amendment No. 1 the term is extended to February 5, 2027.
2. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:



Gregory S. Shaffer
Santa Fe County Manager

8/7/2026

Date

Approved as to form:

Roberta D. Joe for W.B.
Walker Boyd
Santa Fe County Attorney

8/6/2026

Date

CONTRACTOR – Ecotone Landscape Planning, LLC

Jan-Willem Jansens

Signature

8/6/2026

Date

**SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
ECOTONE LANDSCAPE PLANNING, LLC**

This Agreement is entered into this 4th day of August 2025, between **Santa Fe County**, a political subdivision of the state of New Mexico (the “County”), and **Ecotone Landscape Planning LLC**, 1413 Second Street Suite 5, Santa Fe NM 87505 (the “Contractor”).

WHEREAS, the County needs the Contractor to continue to provide its services to update the 2016 San Pedro Open Space Management Plan that was initially completed by this Contractor under Agreement No. 2015-0183-GM/MM. Contractor’s services will include plan update and plan implementation; and

WHEREAS, this Contractor was originally selected in 2015 through a competitive procurement to create the San Pedro Open Space management plan and has been involved with management plan development of Santa Fe County Open Space properties since 2015; and

WHEREAS, the Procurement Manager determines that this Agreement can be awarded without a competitive bid, and that this a sole source procurement because this Contractor has been under contract for these services and services related to Santa Fe County Open Space properties since 2015, the Contractor’s services with regard to the San Pedro Open Space management plan are unique, and this uniqueness is substantially related to the intended purpose of this Agreement, and other similar services cannot meet the intended purpose of this Agreement; and

WHEREAS, the County requires the services of the Contractor, and the Contractor is uniquely qualified and is willing to continue services to complete this project.

NOW, THEREFORE, the parties agree as follows:

Agreement

1. CONTRACTOR’S SERVICES

The Contractor will perform and complete the San Pedro Open Space Management Plan as proposed by the Contractor in Exhibit A (Contractor’s Cost Proposal for the San Pedro Open Space Management Plan Update dated July 14, 2025).

2. ADDITIONAL SERVICES

A. The parties agree that the Services in section 1 above will be completed to the County’s satisfaction and for the amount stated section 3 (Compensation, Invoicing and Set-off).

B. The County may request changes in the Contractor’s Services. Any changes to the Contractor’s Services must be made by written amendment.

3. COMPENSATION, INVOICING AND SET-OFF

A. The compensation payable to the Contractor for the Services will not exceed **\$37,530.00**, *exclusive* of NM GRT. Any tax levied on the amounts payable under this Agreement will be paid by the County to the Contractor. The compensation will be paid based on the following fee schedule.

Task	Description	Cost Estimate
A	Project Initiation and Research Phase	\$ 10,962.00
A1	Review 2016 SPOS Mgmt. Plan and identify the elements that are outdated, need to be updated, and those that are still valid	\$ 875.00
A2	Create updated maps that include the two new parcels	\$ 1,875.00
A3	Gather, read, and analyze plans and reports that are relevant to the update of the SPOS Mgmt. Plan and identify issues that are relevant to the management of SPOS	\$ 1,125.00
A4	Identify key stake holders and community members who will provide input and guidance on the update of the mgmt. plan	\$ 500.00
A5	Conduct an onsite kick-off meeting with the County, key stakeholders and community members	\$ 2,681.00
A6	Conduct a detailed site analysis on the expanded property to identify property characteristics such as soil type, vegetation, terrain and other existing conditions	\$ 3,906.00
B	Development of Plan	\$ 18,968.00
B1	Hold two stakeholder meetings; identify the type and location of desired recreational amenities	\$ 2,212.00
B2	Draft the mgmt. plan update including an updated and expanded conceptual trails plan	\$ 15,200.00
B3	Hold at least one stakeholder meeting to provide feedback on the draft mgmt. plan	\$ 1,556.00
C	Plan Implementation	\$ 7,600.00
C1	Flag location of Year-1 restoration projects identified in the updated mgmt. plan	\$ 3,800.00
C2	Flag trail alignments and location of other recreational Amenities	\$ 3,800.00
	TOTAL COSTS	\$ 37,530.00

B. The Contractor will submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of and services is Adeline Murphy, Planner Team Leader, Growth Management Department, amurthy@santafecountynm.gov, (505) 995-2774, or such other individual as may be designated in the absence of the County representative.
- 2) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the services. If the County does not issue payment for accepted services within 30 days of the certification by the County, the County will pay a late payment fee of 1.5% per month until the amount due is paid in full.

C. If the Contractor breaches this Agreement, the County may, without penalty, withhold payments due the Contractor for the purpose of set-off damages it suffered as a result of the breach.

D. The County's payment to Contractor will not foreclose the County's right to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement will be effective as of the date of last signature by the parties and will terminate one year from that date, unless earlier terminated under Section 5 (Termination) or Section 6 (Appropriations and Authorizations).

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate this Agreement based upon a breach by the other party. The non-breaching party must give the breaching party written notice of termination specifying the grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party will have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may terminate this Agreement at any time for any reason or no reason, by giving the Contractor written notice of termination. The notice must state the effective date of termination, which must not be less than 15 days from the Contractor's receipt of the notice. The County will pay the Contractor for

acceptable services performed before the effective date of termination. The County will not be liable for any services performed by the Contractor after the date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

The County's performance of the obligations under this Agreement is contingent upon sufficient appropriations and authorizations by the Board of County Commissioners of Santa Fe County, and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and/ or authorizations are not made in this or future fiscal years, this Agreement must terminate upon written notice by the County to the Contractor. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Contractor in any way, or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The parties intend that the Contractor and its agents and employees will be independent contractors and not employees or agents of the County. Accordingly, the Contractor and its agents and employees will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to County employees. Except as may be authorized in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County.

8. ASSIGNMENT AND SUBCONTRACTING BY THE CONTRACTOR

A. The Contractor must not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer in violation of this Agreement will be void.

B. The Contractor must not subcontract or delegate any portion of the services without the advance written approval of the County. Any attempted subcontract or delegation by the Contractor to a non-party in violation of this Agreement will be void.

9. CONTRACTOR'S PERSONNEL

A. The services in section 1 (Contractor's Services) must be performed by the Contractor or under its supervision.

B. The Contractor states that it has, or will secure at the Contractor's expense, all personnel required to perform the services and obligations under this Agreement. Such personnel must not be employees of or have any contractual relationship with the County, and must be qualified and licensed by federal, state and local law to perform the services.

10. RELEASE

The Contractor's receipt of payments due under this Agreement serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

11. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement must be kept confidential and not be made available to any individual or organization by the Contractor without the prior written approval of the County.

12. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County will own any such copyright.

13. CONFLICT OF INTEREST

The Contractor represents that it has no and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

14. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally. To be valid any amendment to this Agreement must be in writing signed by the parties.

15. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all agreements and understandings are merged into this Agreement. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

16. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by federal, state, local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Contractor must not discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges that failure to comply with this section will constitute a breach of this Agreement.

18. GOVERNING LAW

A. The Contractor will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

B. This Agreement will be construed in accordance the laws of the State of New Mexico without regard to its choice of law rules. The Contractor acknowledges that the exclusive forum for any litigation related to this Agreement will be state district courts of New Mexico, located in Santa Fe County.

19. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

20. INDEMNIFICATION

A. The Contractor shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs

and legal fees, resulting from the Contractor's performance or non-performance of its obligations under this Agreement.

B. The County may control and participate in the defense of any demand, suit, or cause of action that relate to the County. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

C. The Contractor's obligations under this indemnification section will not be limited by the terms of the insurance policy the Contractor is required to maintain under this Agreement.

21. SEVERABILITY

If any provision of this Agreement is held invalid or non-enforceable by a court of competent jurisdiction, other provisions will not be affected and will remain valid and enforceable.

22. NOTICES

Notice required to be given to either party must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, to:

To the County: Santa Fe County Growth Management Department
Attn: Adeline Murthy, Planner Team Leader
240 Grant Avenue
Santa Fe, NM 87501
505-995-2774
amurthy@santafecountynm.gov

To the Contractor: Ecotone Landscape Planning, LLC
Jan-Willem Jansens/ Owner
1413 Second St. Suite 5
Santa Fe, NM 87505
505-470-2531
jwjansens@ecotonelandscapeplanning.com

23. CONTRACTOR REPRESENTATIONS

The Contractor hereby represents and warrants that:

A. This Agreement is duly authorized by the Contractor, the person signing this Agreement has authority to do so, and, once signed by the Contractor, this Agreement will constitute a binding obligation of the Contractor.

B. The terms of this Agreement do not conflict with Contractor's corporate agreement or any statement that may be filed with the New Mexico Secretary of State.

C. The Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services and will maintain such registration and licensure for the term of this Agreement.

24. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature will have the same force and effect as an original signature.

25. NO THIRD-PARTY BENEFICIARIES

The parties do not intend by this Agreement to create any rights in any non-parties.

26. CONTRACTOR'S INSURANCE

A. General Conditions. The Contractor will submit evidence of insurance as is required below. Policies of insurance must be written by companies authorized to write such insurance in New Mexico. Contractor may use a combination of its underlying insurance policies and its excess insurance policies to meet the insurance requirements below.

B. General Liability Insurance, Including Automobile. Contractor will maintain during the term of this Agreement a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than \$1,000,000.00 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance will include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County must be named additional insured on the policy.

C. Workers' Compensation Insurance. Contractor will comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, NMSA 1978, Section 41-4-1, as amended, the Contractor will increase the maximum limits of its insurance.

27. PERMITS AND FEES

Contractor will procure all permits, licenses, and pay all fees associated with the performance of the services and the Contractor's obligations under this Agreement.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor must complete and submit simultaneous with signing this Agreement, the Santa Fe County Campaign Contribution Disclosure form.

30. SURVIVAL

The provisions of the following paragraphs will survive termination of this Agreement: Indemnification, Records and Inspection; Release; Confidentiality; and Choice of Law.

The parties execute this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY



Gregory S. Shaffer
Santa Fe County Manager

8/4/2025

Date

Approved as to form:

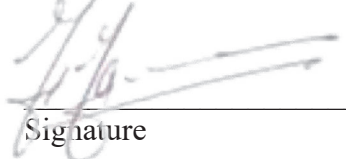
Roberta D. Joe for W.B.

Walker Boyd
Santa Fe County Attorney

July 17, 2025

Date

CONTRACTOR - Ecotone Landscape Planning, LLC:



Signature

7/17/2025

Date

Jan-Willem Jansens, Owner/Principal
Print name and title



1413 Second St. Suite 5

Santa Fe, NM 87505

505-470-2531

jwjansens@ecotonelandscapeplanning.com

www.ecotonelandscapeplanning.com

July 14, 2025

Adeline Murthy, Open Space & Trails Planning Team Leader

amurthy@santafecountynm.gov

Growth Management Department, Santa Fe County

COST PROPOSAL FOR SOLE SOURCE CONTRACT For San Pedro Open Space Management Plan Update – 2025

Task	Description	Cost Estimate	Observations
A	<i>Project Initiation and Research Phase</i>	\$ 10,962.00	
A1	Review 2016 SPOSMgmt Plan and identify the elements that are outdated, need to be updated, and those that are still valid	\$ 875.00	
A2	Create updated maps that include the two new parcels	\$ 1,875.00	
A3	Gather, read, and analyze plans and reports that are relevant to the update of the SPOSMgmt Plan and identify issues that are relevant to the management of SPOS	\$ 1,125.00	
A4	Identify key stakeholders and community members who will provide input and guidance on the update of the mgmt plan	\$ 500.00	
A5	Conduct an onsite kick-off meeting with SFC staff, key stakeholders and community members	\$ 2,681.00	includes travel costs
A6	Conduct a detailed site analysis on the expanded property to identify property characteristics such as soil type, vegetation, terrain and other existing conditions	\$ 3,906.00	includes travel costs
B	<i>Development of Plan</i>	\$ 18,968.00	
B1	Hold two stakeholder meetings; identify the type and location of desired recreational amenities	\$ 2,212.00	See task details below
B2	Draft the mgmt plan update including an updated and expanded conceptual trails plan	\$ 15,200.00	may include travel costs
B3	Hold at least one stakeholder meeting to provide feedback on the draft mgmt plan	\$ 1,556.00	includes travel costs
C	<i>Plan Implementation</i>	\$ 7,600.00	
C1	Flag location of Year-1 restoration projects identified in the updated mgmt plan	\$ 3,800.00	includes travel costs
C2	Flag trail alignments and location of other recreational amenities	\$ 3,800.00	includes travel costs
	SUB-TOTAL COSTS	\$ 37,530.00	
	GRT	\$ 3,072.77	8.1875%
	TOTAL COSTS WITH GRT	\$ 40,602.77	

Note with B1: The complete task description is:

Hold two stakeholder meetings in the planning phase (one with community members and one with regional trail users) to provide feedback and input on the management of the property, and identify the type and location of desired recreational amenities, including but not limited to: trail alignments, trailhead(s), parking, signage, interpretive exhibits, potential alternatives and future trail connections.

Final Product Clarifications

- The final product of the SPOS Management Plan Update will align with the characteristics of the 2016 plan document in regard to the level of detail of narratives and graphics.
- The final product of the SPOS Management Plan Update will consist of a document delivered in electronic format in PDF and/or MS Word. However, unlike the 2016 plan document, the visual presentation of the document will not be enhanced with the use of high-end graphic design software in addition to the development process in MS Word.
- In principle, the document will be produced in a portrait page layout. However, during the development process Ecotone and Santa Fe County may mutually agree to shifting the document to a landscape layout.
- Ecotone's services neither include submission of the final product to COLTPAC or any meetings with COLTPAC nor do they include finalization of the final product for submission to the Board of County Commissioners (BCC) or a presentation of the plan in a BCC meeting.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'J. Jansens', with a long horizontal flourish extending to the right.

Jan-Willem Jansens
Owner/Principal of Ecotone Landscape Planning, LLC